

1-0304

AGREEMENT
1971 - 1972

THIS BOOK DOES
NOT CIRCULATE

BETWEEN

GUTTENBERG EDUCATION ASSOCIATION

and

GUTTENBERG BOARD OF EDUCATION

AS RATIFIED BY BOTH

PARTIES

ON

WEDNESDAY, FEBRUARY 17, 1971

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that each teacher should be given the opportunity to develop his own methods of teaching, and that he should be left free to take up the subject of his choice, and to teach it in the way he thinks best.

The work he does will depend on his past, and will also be recognized by others. Judging him on the Board of Education and the Ministry, the Minister responsible receives an annual report, and is fully kept up-to-date, likewise, through the various responsible committees, good and bad, and the Board of Education, and the conditions of each year.

The period in which we are now living, and in which I am now, and between the Board of Education, which includes the Board (hereinafter referred to as the "Board") and the Ontario Association of Educators (hereinafter referred to as the "Association"),

ASSOCIATION RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all regular personnel under contract, on leave, employed or to be employed by the Board, including teachers and Nurse, subject to law.

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this agreement.

2. An "arrrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems which from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year and this could result in irreparable harm to the party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. LEVEL ONE

A teacher with a grievance shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision was rendered within five (5) school days after presentation of the grievance he may file the grievance with the Association within five (5) days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board and the Board of Education will resolve the grievance at its next regularly scheduled meeting after receiving the written grievance.

LEVEL THREE * ARBITRATION

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within ten (10) days after the meeting of the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the meeting of the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- (b) Within ten (10) school days after written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, the Association shall select one person and the Board shall select one person, the two selected shall select a third person and the three selected shall serve as arbitrators.
- (c) The arbitrators so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue their decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The Arbitrators shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. The decision of the arbitrators shall be submitted to the Board and the Association, and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrators, including per diem expenses if any, and actual and necessary travel and subsistence expenses shall be borne by the Board and the Association for their respective representatives, the costs as above mentioned, if any, for the third person and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

A. RIGHTS AND FREEDOMS IN NEGOTIATION

In accordance with Chapter 303, Public Laws of 1968, the Board agrees that every employee of the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of bargaining in collective negotiations and other concerted activities for mutual aid and protection. Is a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institutions of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. PROTECTED ACTIVITIES

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under the law of the state of New Jersey or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. JUST CAUSE PROVISION

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent, or representative thereof shall be subject to the grievance procedure herein set forth.

ARTICLE V: RIGHTS AND PRIVILEGES

A. FINANCIAL INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district which are public records, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all board meetings, census data, names and addresses of all teachers and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal shall be notified in advance of the time and place of all such meetings.

C. BULLETIN BOARDS

The Association shall have the use of the bulletin boards in the teachers' room for any and all materials pertinent to their cause.

ARTICLE III

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization subject to law.

- B. The Board of Education agrees that Parent-Teachers conferences are to be scheduled between 3:00 and 3:30 P.M.

CLASS SIZE

- A. The Board will continue to move toward attainment of the desired goal, class size reduction, through its program of increased physical facilities.

The ultimate goal shall be thirty (30) pupils per class.

SALARIES

- A. Each teacher employed on a ten (10) month basis shall be paid in twenty equal semi-monthly installments.
- B. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day, whenever possible.
- C. Each teacher shall receive his final pay on the last working day in June.
- D. A voluntary program of tax sheltered annuities shall be adopted by the Board.

COMPLAINT PROCEDURE

A. Procedural requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

B. Meeting with Principal.

The principal shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

STEP 1.

In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint, if the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to step two.

STEP 2.

Any complaint unresolved under step one at the request of the teacher or the complainant shall be reviewed by the principal in an attempt to resolve

Complaint Procedure

Step 2. (continued)

the matter to the consideration of all parties concerned.

Step 3.

Any complaint unresolved at step two may be submitted in writing by the complainant or the teacher to the principal.

Step 4.

Upon receipt of the written complaint the principal shall confer with all parties. The teacher shall have the right to be present at all meetings of the principal and the complainant.

Step 5.

If the principal is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6.

After receipt of the findings and recommendations of the principal, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the principal should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7.

Any complaint unresolved under step 6, may be submitted by the teacher to the grievance procedure as set forth in this agreement and shall commence at level 3.

TEACHER FACILITIES

A. Listing of Facilities

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies, as soon as possible.
2. An appropriately furnished room which shall be reserved for the use of teachers, School officials and Board members as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. Free and adequate off-street paved parking, when ever possible, the Board will not be responsible for vandalism, damage caused by other vehicles, damage caused by occupants of the school yard, damage caused by broken glass or other debris, and stolen cars, the custodial staff will, to the best of their ability and to the time available will keep the area clean of all broken glass, other debris and ice and snow whenever said items accumulate.
4. Suitable closet space for each teacher to store coats, boots and personal articles to be made as soon as possible.

A. As of September 1, 1971 all teachers on regular contract shall be entitled to ten (10) sick leave days which shall be the first official day of said school year whether or not they are in the city on that day. Said sick leave days shall be used on an annual basis with no maximum limit.

B. Notification of accumulation

Teachers shall be given a written accounting of accumulated sick leave days any time during the month of September when requesting same from the principal.

Accumulative sick leave with pay will be allowed to regular full time employees under contract.

C. Teachers shall be granted two (2) personal days per year without loss of pay, the personal days shall not be accumulative.

One who requests a personal business day shall submit his or her request on forms prescribed, the principal shall receive said forms in time to allow the request to reach the Board three (3) days prior to the day of leave, in the case of an emergency said requirement maybe waived by the Principal.

D. An absence of more than three (3) days duration must be certified by the personal physician. Salary will be allowed only upon the presentation of the doctor's certificate clearly stating the dates and cause of absence.

E. Any employee of the Guttenberg School System under tenure who may enlist or be conscripted into the defense forces of the United States for service or training, shall make application for military leave. He shall be reinstated to his position in this school system with full credit including annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said applicant for reinstatement shall be made within a reasonable time after discharge or release from military service, and not later than ninety (90) days from date of said release or discharge.

While employee is on said sick leave, it is mandatory that the Board of Education keep up his annual payments to the New Jersey Teachers Pension and Annuity Fund.

F. Maternity Leave

The Board of Education will grant a leave of absence for maternity to any regularly employed staff member under tenure, upon written request for such leave.

Such leave of absence shall be for a period of one (1) year, the application shall be filed as soon as possible after pregnancy is determined and the employee shall terminate her work not later than the end of the fifth month of pregnancy. Extension of this policy shall be at the discretion of the Board.

G. When an employee, under terms, is on sick leave beyond his allotted number of days with pay, the deduction from his pay will be in the amount required to pay for a substitute for a period of time not to exceed a total of fifty (50) days, thereafter full pay shall be deducted. For other than classroom teachers the daily rate of substitute pay will be determined by the Board of Education in each individual case.

H. Leave with pay, following death in the immediate family (son, daughter, wife, husband, mother, father, sister or brother) shall be fixed from date of death until one day beyond burial inclusive. Extension of this policy shall be at the discretion of the Board.

In the case of death of relative other than those in the immediate family such as (grandfather, grandmother, uncle, aunt, niece, nephew, cousin and in-laws) an absence of two (2) days will be allowed without the loss of salary.

I. SABBATICAL LEAVE

A leave of absence for the purpose of study may be granted by the Board in its discretion to any member of the teaching staff who has performed continuous and satisfactory service in the public school of Guttenberg for at least Fifteen (15) years, the nature and scope of the study must be approved by the Superintendent of Schools and the Board of Education.

A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

A leave of absence for study granted under this rule shall be for a period of six (6) months and shall receive as compensation one half ($\frac{1}{2}$) his or her monthly salary for each month during the continuance of such leave.

Application for leave of absence for study shall be presented to the Superintendent of Schools at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the public school of Guttenberg for at least three (3) years after expiration of the leave. The Superintendent shall report these applications, with recommendations to the Board at its next meeting.

The Board of Education shall require all teachers to whom leave of absence are granted for study under those rules to carry out fully all the details of the program of study presented in the application for leave, and refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, Scholarship, grants in-aid, federal grants or stipends, etc., shall not be considered as remuneration. Teachers on leave for study shall present to the Superintendent of Schools at such times as he may require certificates signed by proper authorities, of the beginning, continuance and completion of the course of study chosen.

For its own protection and the protection of the school, the Board will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming a teacher, within the purview of the Tenure of Office Act.

PROTECTION & TRAINING

- A. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- B. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties pertaining to school system matters and will assist in every way possible in helping the teacher in getting reimbursed for the reasonable cost of any clothing or other personal property damage or destroyed as a result of said assault.
- C. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

HEALTH INSURANCE

- A. The Board of Education shall make available to teachers individual coverage under the New Jersey Public and School Employees Health Benefits Plan including Rider "J" and Major Medical.
- B. The Board shall pay full premium for each teacher and, in cases where appropriate, for family-plan insurance coverage.

INSTRUCTIONAL MATERIAL

Review and Evaluation of Books and Materials

- A. An improved procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this agreement. Said procedure shall provide, among other things, for the following:
 1. A separate committee shall be established by the Superintendent to make recommendations for each subject area and grade level.
 2. The committee shall make every effort to coordinate our basic texts with those used by the North Bergen School system.
 3. The distinction between books adopted for system wide use and those for which there is freedom for individual school and/or teacher choice shall clearly be defined.
 4. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative scholarship on the history and contributions of various racial, ethnic and religious groups and their prominent representatives in American life.

A. MISCELLANEOUS - REQUIRED MEETINGS

Whenever any teacher is required to appear before the Superintendent, Board or any committee, member, representative or agent thereof concerning any matter which could lead adversely affect the continuation of the teacher his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview, this shall not apply to non-tenure teachers or substitutes.

B. BOARD

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The Board, on/behalf, hereby retains and reserves unto itself all powers rights, authority, duties and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey and the United States, including all laws, rules and regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

TEACHER EVALUATION

- A. Prior to any annual evaluation report, the supervisor of a non-tenure teacher shall have had appropriate communication with said teacher regarding his performance, including but not limited to:
 - A. Strengths of the teacher
 - B. Weakness of the teacher
 - C. Specific suggestions as to measures which the teacher might take to improve his performance in each areas wherein weaknesses have been indicated.
- B. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and other similer documents.
- C. Nothing in this section or in this contract shall serve to curtail the option of the Board of Education to decline to offer a renewal contract to a non-tenure teacher

SALARY SCHEDULE

The following schedule shall be the teachers and nurse salary guide.

<u>years</u>	<u>CERTIFIED</u>	<u>M.A. DEGREE</u>	<u>NURSE</u>
	<u>B.A.</u>		
1	\$ 7,000.00	\$ 7,400.00	\$ 5,800.00
2	7,300.00	7,700.00	6,100.00
3	7,600.00	8,000.00	6,400.00
4	7,950.00	8,350.00	6,700.00
5	8,250.00	8,650.00	7,000.00
6	8,550.00	8,950.00	7,300.00
7	8,850.00	9,250.00	7,600.00
8	9,150.00	9,550.00	7,900.00
9	9,450.00	9,850.00	8,200.00
10	9,750.00	10,150.00	8,500.00
11	10,050.00	10,450.00	8,800.00
12	10,350.00	10,750.00	9,100.00
13	10,650.00	11,050.00	9,400.00
14	11,100.00	11,500.00	9,700.00

SERVICE INCREMENTS

The following service increments are for continuous service in the school district of the Town of Guttenberg, in the County of Hudson, N.J.

Fifteen (15) years - \$ 300.00
Twenty-five(25) years - 600.00
Thirty (30) years - 1,000.00

EXPIRATION OF CONTRACT

This contract shall continue in force from July 1, 1971 to June 30, 1972.

The negotiations for subsequent agreement for salary and other term and conditions of employment will begin at a time mutually agreeable to both the Board and the Education Association

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their proper officers and the day and year first above written

GUTTENBERG BOARD OF EDUCATION

ATTEST:

Benedict J. DiVincent
Benedict J. DiVincent, Secretary

Stanley Jaworski
President

Guttenberg Education Association

ATTEST:

Robert P. Rainone
Secretary

Carl Johnson
President